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September 10, 2019

Ms. Jocelyn Boyd
Chief Clerk and Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Interconnection Agreement Between Home Telephone ILEC, LLC d/b/a Home Telecom and Comcast Phone of South Carolina, Inc.

Dear Ms. Boyd:

Enclosed for filing please find an Interconnection Agreement between Home Telephone ILEC, LLC d/b/a Home Telecom and Comcast Phone of South Carolina, Inc.

Thank you for your assistance.

Sincerely,



Margaret M. Fox

MMF:khh

Attachment

cc: Kari Munn – ORS
Jeffrey Nelson, Esq. – ORS
Valerie Wimer
Keith Oliver

INTERCONNECTION AGREEMENT
GENERAL TERMS AND CONDITIONS
BETWEEN
HOME TELEPHONE ILEC, LLC D/B/A HOME TELECOM
AND
COMCAST PHONE OF SOUTH CAROLINA, INC.

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AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 5th day of September, 2019 (the "Effective Date"), by and between Comcast Phone of South Carolina, Inc. ("CLEC") with offices at One Comcast Center, 55th Floor, Philadelphia, PA 19103 and Home Telephone ILEC, LLC d/b/a Home Telecom ("ILEC") with offices at 579 Stoney Landing Road, P.O. Box 1194, Moncks Corner, SC 29461. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, ILEC is a incumbent local exchange telecommunications carrier authorized to provide telecommunications services in the state of South Carolina; and

WHEREAS, CLEC is a competitive local exchange telecommunications carrier authorized to provide telecommunications services in the state of South Carolina and is seeking to expand authority in ILEC's territory;

WHEREAS, CLEC has made a request for services under Sections 251(a) and (b) of the Telecommunications Act of 1996 ("the Act"), and has clarified that it is not seeking services under Section 251(c) of the Act; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. PURPOSE

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under the Act.
- 1.2 CLEC agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Non-Access Telecommunications Traffic as defined in 47 C.F.R. § 51.701(b)(1) and (3) and that any exchange of traffic that is other than Non-Access Telecommunications Traffic will be incidental to the Parties' exchange of Non-Access Telecommunications Traffic. The FCC has not determined whether VoIP-PSTN Traffic is a Telecommunications Service or an Information Service and the Parties acknowledge they will exchange VoIP-PSTN Traffic pursuant to this Agreement. For the purposes of this Agreement, VoIP-PSTN Traffic must meet the definition of Local/EAS Traffic to be treated as such and any traffic outside the definition of Local/EAS shall be treated as Toll Traffic. If the FCC determines that VoIP-PSTN Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Service in all material respects and VoIP-PSTN Traffic is exchanged under this Agreement, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 27 of the General Terms and Conditions of this Agreement.

- 1.3 Intentionally left blank.
- 1.4 CLEC or ILEC may provide services, including but not limited to interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations of the CLEC or ILEC pursuant to section 251 and 252, nor does it diminish any of the responsibilities of CLEC or ILEC with respect to its Retail Providers, as provided in this Agreement.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall be one (1) year (“Initial Term”), beginning on the above Effective Date and shall apply to the State of South Carolina. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive one-year periods unless, no fewer than one hundred twenty (120) days prior to the end of the Initial Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement becomes effective. If the Parties cease the exchange of traffic, then either Party may provide thirty (30) days written notice and the Parties may mutually agree to terminate this Agreement.

3. TERMINATION OF THE AGREEMENT

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default or invoke the dispute resolution pursuant to Section 12 within sixty (60) days of receipt of written notice thereof, or twenty (20) days of receipt in the cases of defaults effecting End User Customers. Default means any one or more of the following:

- 3.1.1 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Agreement.
- 3.1.3 Intentionally left blank.
- 3.1.4 CLEC is adjudicated to not be a Telecommunications Carrier under the Act in a final and non-appealable order under the Act by the Commission or a court of competent jurisdiction.
- 3.1.5 CLEC is adjudicated to not be a common carrier in a final and non-appealable order under the Act by the Commission or a court of competent jurisdiction.

3.2 Termination Upon Ordering and Implementation Inactivity

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event CLEC has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to CLEC customers within one (1) year from the Effective Date of this Agreement. If CLEC receives a notice to terminate this Agreement as prescribed in this Section 3.2 and CLEC responds to ILEC within twenty (20) days of receipt of notice, ILEC and CLEC will discuss CLEC's status of operations before terminating the Agreement. If the Parties cannot agree that the Agreement should or should not be terminated, then it shall be resolved pursuant to dispute resolution in Section 12 of this Agreement. If CLEC does not respond to the ILEC's notice of termination, the ILEC shall have the right to immediately terminate this Agreement upon the expiration of the thirty (30) day notice period provided above.

3.3 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. CONTACT EXCHANGE

The Parties agree that each will be sole contact to the other Party for all services provided under this Agreement. The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. Contact information and exchange pursuant to this Section 4 may be provided on a Party's web site if the Party provides the website link during initial implementation and notifies contacts if the link changes.

5. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. ASSIGNMENT

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed; provided that either Party may assign

this Agreement to an Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Except as provided above, the effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

7. AUTHORITY

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing.

8. BILLING AND PAYMENT

8.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in the Pricing Attachment to this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill receipt date, that is, the due date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Neither Party shall back-bill the other Party for services that predate this Agreement or for services provided under this Agreement that are more than twelve (12) months old. If a Party fails to bill for a service within twelve (12) months of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

8.2 Billing Disputes Related to Unpaid Amounts:

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed ("Billed Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the Disputed Amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest as prescribed in Section 8.3.1 below. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts, and any late payment or interest charges if applicable, on its next invoice following the date of resolution of the dispute.

8.3 Except for Disputed Amounts pursuant to Section 8.2 herein, the following shall apply:

8.3.1 Any undisputed amounts not paid when due shall accrue interest from the

date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's Applicable Law.

- 8.3.2 If payment of undisputed amounts is not received within thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for such service will not be completed, to the extent allowed under Applicable Law, if payment of undisputed amounts is not received by the thirtieth (30th) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.
- 8.3.3 If the Billed Party fails to make any payment as provided in Section 8.3.2, the Billing Party may, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services, to the extent allowed under Applicable Law, at any time thereafter unless the Billed Party pays all amounts due within the Discontinuance Notice period. Notice shall be as provided in Section 25 below. In the event services are discontinued pursuant to this Section 8.3.3, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice. Notwithstanding the foregoing, discontinuance of existing services is subject to procedures for discontinuance, or termination, as required by Applicable Law and Commission rules.
- 8.3.4 Failure of the Billed Party to make payment to the Billing Party within ninety (90) days after the Discontinuance Notice given under Section 8.3.3, shall be considered a material default of this Agreement, unless otherwise agreed by the Parties.
- 8.3.5 After discontinuance procedures have begun, the Billing Party shall not accept any service orders, to the extent allowed under Applicable Law, from the Billed Party until all unpaid, undisputed charges are paid in full and such funds are available to the Billing Party.

8.4 Disputes of Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties (“Disputed Paid Amount”), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is twelve (12) months after the receipt of a bill containing the disputed amount that has been paid by the Billed Party (“Notice Period”). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within thirty (30) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 8.3.1 hereof.

Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 12 of this Agreement.

8.5 Audits:

8.5.1 Subject to each Party’s reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party’s relevant books, records, usage data, and other documents pertaining to services provided under this Agreement once in each Contract Year and/or following termination of the Agreement to evaluate the accuracy of the other Party’s billing, data and invoicing in accordance with this Agreement. Either Party may request one audit within six (6) months following the termination of the Agreement and no replacement agreement if good cause exists. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

8.5.2 Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party’s sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party’s business operations; and (vi) in compliance with the audited Party’s security rules. The review will consist of an examination and verification of data involving usage data, records, systems, procedures and other information related to the traffic delivered or services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required, it being understood that the Parties will agree on which information is necessary. Each Party shall maintain reasonable records for a minimum of eighteen (18) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Such records shall

include usage records for the traffic delivered by the Party to the other Party. Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees, subcontractors and other agents and books, records and other documents reasonably necessary to assess the accuracy of the Party's billings, data and invoices associated with traffic exchanged pursuant to this Agreement.

8.6 Recording:

The Parties shall each perform traffic recording and identification functions necessary to provide the services provided hereunder. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information.

9. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. CONFIDENTIAL INFORMATION

10.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 10.2 of this Agreement.

10.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information to governmental authority pursuant to Section 10.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and no later than ten (10) business

days prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 10.2 and protective relief has not been obtained by the Disclosing Party.

- 10.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 10.4 Notwithstanding anything in this Section 10 to the contrary, information concerning either Party's network and information that would constitute Customer Proprietary Network Information (as defined in the Act) of either Party's End User Customers or Parties' carrier proprietary information per 47 U.S.C. § 222(b), as well as recorded usage or traffic information with respect to either Party's End User Customers, shall be deemed to be Proprietary Information under this Agreement.

11. FRAUD

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be implemented so as not to unduly burden or harm one Party as compared to the other. Each Party contracting directly with a Retail Provider expressly assumes responsibility and agrees to reimburse and make whole the other Party for damages incurred by the other Party due to fraud committed or caused by the Retail Provider or by any End User Customer of such Retail Provider which, with the use of reasonable diligence and attentiveness and existing technology currently deployed, could have been prevented.

12. DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.1 Informal Resolution of Disputes.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

12.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days for disputes that do not affect End User Customers' exchange of traffic or fifteen (15) days for disputes that do affect End User Customers' exchange of traffic, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms (including mediation and/or arbitration before the Commission); provided, that upon mutual agreement of the Parties such disputes may also be submitted to commercial arbitration. In the case of commercial arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

12.3 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

13. ENTIRE AGREEMENT

13.1 This Agreement and applicable attachments constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

13.2 In the event there is a conflict between any terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

14. EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

15. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, extreme acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts that exceed back up power requirements under law or regulation, volcanic action, other major environmental disturbances or unusually severe weather conditions (individually or collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event promptly. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume without liability thereafter.

16. GOOD FAITH PERFORMANCE

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

17. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

18. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third-party liability between either Party and the other Party's End User Customers or other third parties.

20. LAW ENFORCEMENT INTERFACE

20.1 With respect to requests for call content interception or call information interception directed to a Party's End User Customer, the other Party will have no direct involvement in law enforcement interface.

20.2 Notwithstanding Section 20.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

21. LIABILITY, INDEMNITY, AND INSURANCE**21.1 DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

21.2 INDEMNIFICATION

21.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by customers of the Indemnifying Party or its Retail Providers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors or its Retail Provider customers; and
- (2) Claims for libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Retail Provider customers, or End User Customers of either the Indemnifying Party or its Retail Provider customers.
- (3) Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 21.3.3 of this Agreement.

21.2.2 A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

21.2.3 In addition to the indemnities above, the Party providing service to its customers ("Providing Party") shall indemnify and hold harmless the other Party from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") caused to the other Party by any Retail Provider or other third party contracting, directly or indirectly, with the Providing Party for use of the services provided by this Agreement, or otherwise using the Providing Party to deliver traffic to or receive traffic from the other Party's facilities, including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that the other Party is compensated in full for such exchanged traffic in accordance with

the terms of this Agreement. The other Party will notify the Providing Party of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. The Providing Party will have thirty (30) days to respond to such concerns or invoke dispute resolution if it disagrees the claims are valid. To the extent such claims are shown to be valid, whether through dispute resolution or otherwise, the Providing Party shall reimburse the other Party promptly for all loss incurred.

21.2.4 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and the Indemnifying Party will promptly assume the defense of such Claim.

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense or settlement of the tendered Claim, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.
- (2) In the event the Party otherwise entitled to indemnification from the other Party elects to decline such indemnification, the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

21.3 Limitation of Liability

21.3.1 Except for a Party's indemnification obligations under Section 21.2, and Section 2 of the Interconnection Attachment, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

21.3.2 Except for a Party's indemnification obligations under Section 21.2, and a Party's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

21.3.3 Except for a Party's indemnification obligations under Section 21.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or anticipated

revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except to the extent that such damages are caused by that other Party's gross negligence or willful misconduct.

21.4 Insurance

Each Party will maintain any insurance, self-insurance or bonds with coverages as to comply with federal and local laws.

21.5 Intellectual Property

Except as required by applicable law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

22. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

23. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party shall undertake to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

25. NOTICES

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be delivered by electronic email provided the email address is provided below and an electronic 'read receipt' is requested by sender. Where such email address is not provided and, in the case of notices of nonperformance/default and notices of termination/expiration, the notices must be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: CLEC

To: ILEC

<p>For Official Notices:</p> <p>Richard Chapkis Deputy General Counsel Comcast One Comcast Center, 55th Floor 1701 John F. Kennedy Blvd., Philadelphia, PA 19103 Phone: 215-286-5237 Richard_Chapkis@comcast.com</p>	<p>For Official Notices:</p> <p>H. Keith Oliver, CFO Executive Vice president Home Telecom 579 Stoney Landing Rd. P.O. Box 1194 Moncks Corner, SC 29461 Phone: 843-761-9101 Keith.Oliver@Hometeleco.com</p>
<p>With a copy to:</p> <p>Beth O'Donnell Director Regulatory Affairs Comcast One Comcast Center, 55th Floor 1701 John F. Kennedy Blvd. Philadelphia, PA 19103 Phone: 215-286-5187 Beth_O'Donnell@comcast.com</p>	<p>With a copy to:</p> <p>Denny V. Thompson, Director of Administrative Services Home Telecom 579 Stoney Landing Rd. P.O. Box 1194 Moncks Corner, SC 29461 Phone: 843-761-9101 Denny.Thompson@Hometelco.com</p>

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) five (5) days after mailing in the case of certified U.S. mail or (ii) if by email, the date of receipt as reflected in the electronic 'read receipt'.

26. IMPAIRMENT OF SERVICE

The characteristics and methods of operation of any circuits, facilities or equipment of a Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other party or to the public.

27. CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned (iii) any effective, final non-appealable regulatory or judicial order, rule or regulation, (iv) a final non-appealable decision arising out of the dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other party, request negotiation of an amendment to this Agreement that reflects the Amended Rules. Such request for negotiations shall be submitted in good faith and any subsequent negotiations shall be conducted pursuant to and consistent with Section 252 of the Act to reflect the changes to one or both Parties' obligations under law that are the result of the Amended Rules.

28. REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

29. TAXES AND FEES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party expressly is permitted by law to pass along to the purchasing Party such

taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, fees or surcharges, the purchasing Party shall furnish the providing Party a proper resale, tax or other exemption certificate including a USF exemption certificate, as authorized or required by statute or regulation by the jurisdiction providing said resale or other exemption. To obtain the exemption the purchasing Party shall timely provide applicable tax exemption or resale certificates or forms to the providing Party. For the avoidance of doubt, each Party shall be responsible for any taxes or fees based on its income or receipts and for personal property taxes on property it owns or leases, for franchise, privilege or similar taxes or fees imposed on its own business or resulting from its own business activities. The Parties agree to cooperate with each other on official inquiries related to taxes, fees or surcharges arising from this Agreement.

30. TRADEMARKS AND TRADE NAMES

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

31. NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

32. REFERENCED DOCUMENTS

Except where such handbooks/documents/web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands or (d) conflicts with Applicable Law, each Party will use the procedures in other's operational handbooks and/or web-based procedures for interacting with one another (e.g. placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("Disputing Party") processes or are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

33. RETAIL PROVIDER BUSINESS ARRANGEMENTS

CLEC shall notify ILEC prior to delivering traffic. CLEC will be financially responsible for all traffic sent to ILEC. CLEC may not use this Agreement to provide interconnection services to a customer that is a CMRS carrier.

General Terms and Conditions

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Home Telephone ILEC, LLC d/b/a Home Telecom	Comcast Phone of South Carolina, Inc.
By: <u>H. Keith Oliver</u>	By: <u>Michele Wood</u>
Name: <u>H KEITH OLIVER</u>	Name: <u>Michele Wood</u>
Title: <u>CFO & EV D</u>	Title: <u>VP, Xfinity Internet & Communications</u>
Date: <u>8-23-2019</u>	Date: <u>9-5-2019</u>

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 COMMISSION.

Means the South Carolina Public Service Commission.

2.9 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.10 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.13 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The Party providing service to an End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.14 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties using its own or leased network facilities or by a Retail Provider, which may be a VoIP Provider.

2.15 END USER CUSTOMER LOCATION.

The physical location of the premises of the End User Customer.

2.16 EXCHANGE AREA.

Means the geographic area defined by the Commission for the provision of Telephone Exchange Service.

2.17 FCC.

The Federal Communications Commission.

2.18 INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. §153(20)

2.19 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.20 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.21 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA toll, ISP Bound and Local/EAS.

2.22 ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered Switched Access Traffic and subject to Switched Access Service charges. VoIP-PSTN Traffic is not ISP-Bound Traffic.

2.23 JURSDICTION INDICATOR PARAMETER (JIP)

JIP is an existing six (6) digit field in the SS7 message. This field designates the first point of switching.

2.24 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.25 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.26 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning as set forth in the Act 47 U.S.C. 153.

2.27 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The industry reference document to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.28 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is any Non-Access Telecommunications Traffic, including VoIP-PSTN Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff and/or as approved by the Commission. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP or traffic originated as CMRS traffic.

2.29 NEW SERVICE PROVIDER (NSP).

When an End User Customer is changing its local exchange service from one provider to another, the NSP is the winning provider who is adding the End User Customer to its service.

2.30 NON-ACCESS TELECOMMUNICATION TRAFFIC OR LOCAL TRAFFIC.

“Non-Access Telecommunications Traffic” or “Local Traffic” is as defined in 47 C.F.R. Section 51.701(b)(1) and (3) and includes Local/EAS Traffic, ISP-Bound Traffic and Local/EAS VoIP-PSTN Traffic but does not include toll VoIP-PSTN Traffic.

2.31 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States and its territories, Canada, Bermuda, and certain Caribbean islands. The NANP format is a 10- digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4-digit line number.

2.32 NUMBERING PARTNER.

The carrier from which an interconnected VoIP provider obtains numbering resources.

2.33 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP.

2.34 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit code that forms the second part of a 10-digit North American phone number or the first three digits of a seven-digit telephone number)

2.35 OLD SERVICE PROVIDER (OSP).

When an End User Customer is changing its local exchange service from one provider to another, the OSP is the losing carrier who is disconnecting service to the End User Customer.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) within the ILEC network as mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic. Each Party shall be responsible for all costs on its respective side of the POI.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been approved by the Commission as being associated with a particular NPA-NXX code, which has been assigned to ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38 RATE CENTER

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by ILEC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center.

2.39 RETAIL PROVIDER.

A Retail Provider is a third-party entity that obtains service pursuant to contract, tariff, affiliate or ownership interest from one of the Parties to this Agreement for sale to End User Customers. A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.40 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.41 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.42 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.43 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC

Telephone Exchange Service traffic that originates on one Party's network, and is transported through the other Party's Tandem to the Central Office of a third party competitive local exchange carrier, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Tandem to which the originating Party delivers such traffic per the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.44 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.45 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" shall have the meaning as set forth in the Act.

2.46 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" shall have the meaning as set forth in the Act.

2.47 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" shall have the meaning set forth in the Act.

2.48 TOLL TRAFFIC.

Toll Traffic is any call, including VoIP-PSTN Traffic that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located outside the mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange Tariff and/or as approved by the Commission. Toll Traffic shall not include any Extended Area Service ("EAS") traffic as contemplated in this Agreement or as mandated by the Commission.

2.49 VIRTUAL NUMBERING

The assignment to an End User by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center, as set forth in the LERG, that is not within the same area as the geographic location of the End User's place of primary use.

2.50 VoIP-PSTN Traffic.

VoIP-Public Switch Telephone Network (PSTN) traffic is traffic exchanged between a LEC and another Telecommunications Carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol ("IP") format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User Customer of a service that requires use of IP compatible customer premises equipment.

2.51 WHOLESALE SERVICE

Wholesale Service is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers. For purposes of this Agreement, Wholesale Service does not include any CMRS traffic.

2.52 WHOLESALE TELECOMMUNICATIONS SERVICE

Wholesale Telecommunications Service is a Telecommunications Service offered or used as a Wholesale Service. For purposes of this Agreement, Wholesale Telecommunications Service does not include any CMRS traffic.

Interconnection Attachment

Interconnection Attachment

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network Interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS Traffic originated by the Parties' End Users, except as otherwise provided herein.
- 1.2 This Attachment also describes the physical architecture for the Interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 Both Parties acknowledge that Toll Traffic will be routed in accordance with the LERG and is not governed by this Agreement. Traffic that is exchanged through an IXC is not covered under this Agreement. Any traffic that is not Local/EAS Traffic will be considered Toll Traffic and subject to access tariffs or price lists.

2. Responsibility for Traffic

- 2.1 Each Party is solely responsible for all traffic that it delivers to the other Party over direct or indirect interconnection via a third party including but not limited to Local/EAS Traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and Toll Traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities in accordance with Section 4 of this Attachment, and all Reciprocal Compensation and Switched Access Service charges associated with all traffic exchanged by the Parties, including traffic of a Retail Provider.
- 2.2 Virtual Numbering Traffic will not be exchanged under this Agreement unless and until the Party on whose network the traffic originates notifies the other Party of its intent to do so. In that event, the Party originating the Virtual Numbering Traffic shall certify in writing a percentage factor to reflect the amount of such traffic, along with appropriate jurisdictional factors for calculating intercarrier compensation (access charges), which factors shall be subject to verification and modification under the audit provisions of this Agreement. Each Party warrants that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service to be from a fixed location. Any nomadic service provided by either Party is an incidental; provided however, if such traffic increases such that it is no longer incidental, the Parties agree to negotiate terms such that such traffic is compensated accurately according to its jurisdiction.
- 2.3 Both Parties provide Non-CMRS voice services under this Agreement to End User Customers and may provide Wholesale Telecommunications Services to other entities that provide retail service to end users. The Parties understand

and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. The Parties stipulate that this Agreement does not govern any transiting services and that neither Party will provide any transiting functions under this Agreement. Notwithstanding the foregoing, should either Party establish itself as a Tandem, and the other Party desires to route its traffic via such tandem, the Parties agree to negotiate in good faith rates, terms and conditions for such Party to provide transiting services to the other Party.

- 2.4 Each Party agrees that it is responsible for implementing the proper SS7 parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.
- 2.5 The delivery of traffic by either Party that has had SS7 parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") is prohibited under this Agreement. The Parties acknowledge that due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the SS7 parameters pursuant to Section 6 of this Attachment ("Unclassified Traffic").
- 2.6 If the percentage of total call traffic transmitted with SS7 parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate Switched Access Service rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.7, herein below, shall apply with respect to the delivery of such traffic.
- 2.7 If a terminating Party determines in good faith, through evaluation of its traffic data and other call information, in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
 - 2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, in a written notification to the other Party. Upon receipt of such notification, the Party on whose network such traffic is originated shall investigate the alleged Misclassified Traffic information; provided however, the originating Party may invoke the Dispute Resolution provisions of this Agreement if it does not agree such traffic is Misclassified Traffic.
 - 2.7.2 If it is resolved, whether as a result of Dispute Resolution or otherwise, that traffic is Misclassified Traffic, in addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the Party on whose network the traffic is originated agrees to pay the terminating Party's intrastate access rates on all Misclassified Traffic, except for any traffic that is determined to be Local/EAS traffic.

- 2.7.3 The Party on whose network the traffic is originated agrees that, if any traffic that has been confirmed under this Section 2.7 to be Misclassified Traffic, it will take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.

Following the resolution that traffic was misclassified under this Section 2.7, if it is confirmed pursuant to the terms in this Section 2.7 that a Party continues to deliver the same Misclassified Traffic which constitutes more than two percent (2%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period, such Party shall be in Default of this Agreement; provided however, such Party may invoke the Dispute Resolution provisions of this Agreement if it does not agree as to the Default. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to this section 2.7.4 and section 12 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period. Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, Misclassified Traffic and Unclassified Traffic. Such traffic that is not Local/EAS Traffic may be rerouted to toll trunk groups and or otherwise properly identified. This obligation applies during the pendency of a dispute.

- 2.8 Pursuant to the audit provisions of Section 8.5 of the General Terms and Conditions each Parties shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges to the extent that such charges may be applicable. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the originating or terminating points of the call. No Party shall have the right to conduct an audit more than one time in a twelve (12) month period.

3. Physical Connection

- 3.1 The Parties agree to physically connect their respective networks, at a POI so as to exchange Local/EAS Traffic. This Agreement is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of a Retail Provider.
- 3.2 Indirect Interconnection
- 3.2.1 Each Party agrees to initially exchange Local/EAS Traffic indirectly with the other Party via indirect interconnection methods set forth in this Agreement. The Parties shall exchange Local/EAS Traffic indirectly by transiting such Traffic through a tandem which the ILEC Rate Centers subtend as provided in the LERG, or through an agreed upon tandem office or switch to which both Parties' networks are directly interconnected. These indirect interconnection arrangements shall remain in place until the monthly two-way aggregate volume of such traffic being exchanged by the

Parties exceeds 240,000 minutes of use, for three consecutive months ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, and both Parties agree that direct interconnection is undesirable, then the Parties shall continue to exchange Local/EAS Traffic indirectly utilizing the transit arrangement described herein. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then the Parties shall take immediate steps to establish the direct interconnection arrangements set forth herein.

- 3.2.2 For Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with AT&T or such other carrier to which both Parties' networks are directly interconnected. This arrangement for indirect interconnection will be subject to renegotiation: (1) if AT&T or such other transiting carrier changes tandem homing arrangements; (2) if due to change in law or regulation, AT&T or such other transiting carrier no longer offers transiting service; or (3) if for any other reason agreed upon by the Parties.
- 3.2.3 The Party originating Local/EAS Traffic and ISP-Bound Traffic that is exchanged indirectly through the transiting arrangement shall bear all charges payable to the transiting carrier(s) for such transit services with respect to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.
- 3.2.4 Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same compensation terms as provided in Section 4 of this Attachment.

3.3 Direct Interconnection

- 3.3.1 At such time as either Party requests Direct Interconnection as provided in Section 3.2.1, Direct Interconnection facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall either place an order for Direct Interconnection facilities or notify ILEC of its desire to establish a fiber meet point to accommodate the direct interconnection. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection facilities or implementation of a Fiber Meet Point, including any required testing. If installation is delayed for reasons beyond either Party's control, the Party causing the delay will notify the other Party of such delay and provide the reason for the delay. The Parties will work cooperatively to implement the Direct Interconnection in a timely manner.
- 3.3.2 The Parties shall establish an initial POI at any technically feasible point on ILEC's network. Additional POIs may be established at locations on ILEC's network by mutual agreement. In selecting an additional POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of an additional POI, then such additional POI shall be

Interconnection Attachment

determined pursuant to the Dispute Resolution provisions in Section 12 of the General Terms and Conditions of this Agreement. The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Local/EAS Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.

- 3.3.3 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The Parties will exchange traffic on the dedicated interconnection facilities pursuant to industry standards.
- 3.4 ILEC and CLEC may utilize existing and new wireline Direct Interconnection facilities for the mutual exchange of Local/EAS Traffic and Toll Traffic. If both Local/EAS Traffic and Toll Traffic share the same transport facility (i.e. DS1 or DS3), the Toll Traffic must be on a separate trunk group(s) from the Local/EAS Traffic and must be routed according to the LERG or as otherwise mutually agreed by the Parties. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.
- 3.5 Physical Interconnection
 - 3.5.1 ILEC deploys in its network End Office switches.
 - 3.5.2 Trunk Types
 - 3.5.2.1 Local Interconnection Trunks

The Parties will establish a local trunk group for the exchange of Local/EAS Traffic ("Local Interconnection Trunks") on the Direct Interconnection facility. The Parties agree that all Local/EAS Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA Toll Traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

 - 3.5.2.1.1 If the Parties' originating Local/EAS Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
 - 3.5.2.2 Intentionally left blank
 - 3.5.2.3 Toll Trunks
 - 3.5.2.3.1 Toll Traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection facility. Standard Switched Access Service compensation arrangements from ILEC's respective tariffs will apply to traffic terminated over the toll trunks.
 - 3.5.2.3.2 CLEC shall route appropriate traffic to the respective ILEC

Interconnection Attachment

switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches or the equivalent thereof on the trunk group or trunk groups as specified in this Attachment.

3.5.2.4 Other Trunk Types: 911 Trunks

- 3.5.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

3.5.3 Fiber Meet Point

Fiber Meet Point is an Interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a POI. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI. The Parties agree that the Interconnection traffic will warrant a minimum of a DS3 facility prior to requesting a Fiber Meet Point.

- 3.5.3.1 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission arrangements. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.
- 3.5.3.2 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.
- 3.5.3.3 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC network. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.
- 3.5.3.4 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.
- 3.5.3.5 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.

3.5.3.6 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

3.6 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to the Ordering Attachment.

3.7 Either Party may request the other Party to construct new systems or facilities or make modifications to its network, which are otherwise unnecessary for the other Party to comply with the terms of this Agreement to provide interconnection on a non-discriminatory basis. Payment terms for costs of such systems or facilities, if any, will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities. If the Parties are unable to reach agreement on a Party's compliance with this Section 3.7, either Party may invoke the Dispute Resolution terms of this Agreement.

3.8 Interface Types:

If the POI has an electrical interface, the interface will be DS1 and/or DS3 as mutually agreed upon by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking on its side of the POI and CLEC will provide any DS1 multiplexing required for facilities or trunking on its side of the POI.

3.9 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

3.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC, self-provision or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection facilities on its side of the POI. Each Party is

responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

- 4.1.3 If CLEC chooses to lease Direct Interconnection facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS Traffic at the rates contained in the Pricing Attachment of this Agreement.
- 4.1.4 CLEC may use a third-party carrier's facilities or may self-provision facilities for purposes of establishing interconnection with ILEC. In such case, the CLEC or, on behalf of CLEC, the third-party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third-party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third-party carrier or reimbursement to CLEC for such Direct Interconnection facilities on CLEC's side of the POI.

4.2 Traffic Termination Compensation

- 4.2.1 This Section 4.2.1 is expressly limited to the transport and termination of Local/EAS Traffic originated by and terminated to End User Customers of the Parties in this Agreement. The Parties agree that compensation for Local/EAS Traffic and ISP-Bound Traffic shall be on a bill and keep basis in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to transport and termination of such traffic issued by either Party.
- 4.2.2 Compensation for termination of Toll Traffic will be in accordance with FCC order 11-161 and each Party's Switched Access Service access tariffs or price lists. In the event that CLEC does not have a filed Switched Access Service tariff or published price list for Switched Access Service, CLEC agrees to use rates that do not exceed the ILEC's tariffed Switched Access Service rates.
- 4.3 For the purposes of compensation under this Agreement, jurisdiction of VoIP- PSTN Traffic is determined by the physical location of the End User Customer originating VoIP-PSTN Traffic. Signaling information associated with VoIP-PSTN Voice Traffic must comply with Section 6 of this Interconnection Attachment.
- 4.4 Neither Party shall represent Switched Access Service traffic as Local Traffic/EAS Traffic for any purpose.

5. Routing

- 5.1 Both Parties will route traffic in accordance with the LERG. Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located in the Rate Center, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database. Pursuant to Section 2.2 above, the Party that assigns numbers outside the Rate Center Area (Virtual Numbering) will provide a traffic factors for the percentage of traffic that is Toll Traffic. The other Party may charge access based on the factor provided.
- 5.2 Intentionally left blank.
- 5.3 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.4 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

- 6.1 Each party shall provide accurate CPN and JIP associated with the End User Customer originating the call.
 - 6.1.1 Accurate CPN is:
 - 6.1.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned.
 - 6.1.1.2 CPN that has not been altered.
 - 6.1.1.3 CPN that is not different than the originating number.
 - 6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.
 - 6.1.1.5 CPN that is assigned to an active End User Customer or assigned by either Party for its testing and administration purposes.
 - 6.1.1.6 CPN that is associated with the Rate Center Area of the specific End User Customer Location.
 - 6.1.2 Accurate JIP
 - 6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.
 - 6.1.2.2 JIP must be populated with an NPA-NXX that is the same as

NPA- NXX of the Location Routing Number (“LRN”) for calls terminating to the same Rate Center. When call forwarding occurs, the forwarded from Directory Number (“DN”) field will be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the IAM.

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards for common channel signaling-based features in the connection of their networks. Signaling information shall be shared, upon request, between the Parties at no charge to either Party.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part (“ISUP”), Transaction Capability User Part (“TCAP”) messages and Jurisdictional Indicator Parameter (“JIP”) to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Network technical specifications, forecasting, and trunk implementation shall be in accordance with each Party’s operations handbook consistent with industry standards.

7.2 Grade of Service:

Each Party will provision their network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as

digit or 10-digit code gaps, as applicable, on traffic to each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

Local Number Portability Attachment

1.0 LOCAL NUMBER PORTABILITY

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services.
- 1.2 The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a Numbering Partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.
- 1.3 If either Party's Business Rules/trading partner profile conflicts with the FCC's rules and orders, the FCC's rules and orders will prevail.
- 1.4 Number Portability Administration Center. Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC).
- 1.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.6 N-1 Query. For purposes of this Agreement, the Parties agree to perform queries on calls to telephone numbers with portable NXXs per the FCC requirements, which, as of the Effective Date of this Agreement, is N-1 query. Neither Party shall send un-queried calls to the other Party. If a Party does not fulfill its responsibility to query calls, the other Party may perform queries on calls to telephone numbers with portable NXXs and route the call to the appropriate switch or network in which the telephone number resides.
- 1.7 Porting of Reserved Numbers. End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi). Telephone numbers that are reserved for a customer under a legally enforceable written agreement can be ported when the customer changes service providers.
- 1.8 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers.
- 1.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 1.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2.0 COORDINATED CUTOVERS

- 2.1 The process for a Coordinated Cutover is as follows:
 - 2.1.1 If the NSP requests the telephone number to port at a specific time on the

day of the port, it is considered a Coordinated Request (Coordinated Hot Cut). A Coordinated Hot Cut (CHC) is not a simple port.

- 2.1.2 The OSP will charge the NSP for the labor required to perform the CHC including time waiting for the NSP. If a CHC is scheduled outside normal working hours, overtime and premium time labor rates may apply. Labor rates are reflected in the Pricing Attachment.
- 2.1.3 Neither Party is required to offer CHC; provided however, to the extent the OSP provides CHC the OSP will provide the NSP its procedures for a CHC when requested by the NSP.

3.0 OBLIGATIONS OF BOTH PARTIES

- 3.1 Each Party shall abide by FCC adopted NANC provisioning and implementation processes.
- 3.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who to which it originally was assigned after aging.
- 3.3 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.

Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 Each Party is responsible for all 911 services to its End User Customers or Retail Providers.

2. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. Directory Listings and Directory Distribution

- 3.1 ILEC does not provide directory listing services directly. CLEC may negotiate a separate agreement that would allow the CLEC listings to be included in the ILEC directory and directory distribution to CLEC customers with ILEC's vendor for directory publications ("Publisher"). ILEC shall not bear any costs associated with CLEC's directory agreement. ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory. Within ten (10) days of CLEC's request, ILEC will provide CLEC with the contact information for the directory publisher. ILEC may, as its sole discretion, select a different third-party to publish and distribute its directories and will notify CLEC in writing if it changes Publishers, which notice will be no more than ten (10) days following the effective date of a change in the Publisher. Such notice of change in Publisher will include contact information of the new Publisher and any known changes that will impact the process by which the CLEC's listings are to be included in the directory publication and distribution. Notwithstanding the foregoing, ILEC agrees that a change in Publisher will be made no less than three (3) months prior to the date listing information is required for the annual publication of a directory, unless otherwise agreed by the Parties.

**Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Attachment**

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1. PRE-ORDERING
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3. MAINTENANCE AND REPAIR
4. SERVICE STANDARDS
5. RATES
6. MISCELLANEOUS

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. Sections 1.2 and 1.3 of this attachment
- 1.2. The Parties will provide access to pre-order information, including but not limited to Customer Service Records ("CSR"). Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the customer has agreed to the release of this information. Each Party shall adhere to all applicable requirements of state and federal law and, in the event of a dispute, shall produce such authorization as required by any applicable state or federal law.
- 1.3. Customer Service Record (CSR) Requests will be submitted utilizing the Old Service Provider's preferred CSR form.
- 1.4. The Parties agree that they will submit requests for CSRs for the purpose of porting telephone numbers and facilitating subscriber change requests. CSRs shall not be used for any other purpose. If either Party determines the number of CSR requests submitted by the other Party significantly exceeds the number of LSR port orders submitted by the other Party, such Party shall invoke the Dispute Resolution provisions of this Agreement for resolution and provide supporting documentation for the basis of the dispute.
- 1.5. A Pre-Order Processing Charge will be billed to the requesting Party as set forth in the Pricing Attachment for each CSR request submitted.

2. ORDERING AND PROVISIONING

2.1. Ordering

- 2.1.1. The New Service Provider ("NSP") shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider ("OSP"). Service orders will be submitted utilizing the OSP's preferred LSR format, which will be in accordance with industry standards with regard to the required content for the service being requested.
- 2.1.2. The OSP will bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as the Telephone Number.

2.2. Provisioning

- 2.2.1. Each Party shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP

regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment of this Agreement.

2.2.2. Expedited Service Date Charges.

For Expedited Service Date Advancement requests by the NSP, expedited charges will apply for intervals less than the standard intervals as prescribed by the FCC orders or rules or NANC recommendations adopted by the FCC. The Expedited Service Date charge is listed in the Pricing Attachment.

2.2.3. Order Change Charges.

If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

2.2.5 Access to Inside Wire.

2.2.5.1 Each Party is responsible for accessing customer premises wiring without disturbing the other Party's plant or facilities. In no case shall a Party remove or disconnect the loop facilities, or ground wires from the other Party's NIDs, enclosures, or protectors. If a Party removes a loop or ground wire in violation of this subsection 2.2.5.1, that Party will hold the other Party harmless from any liability associated with the removal of the loop or ground wire from the other Party's NID, enclosures or protectors. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

2.2.5.2 Each Party shall warrant that it is responsible for access to the customer premises wiring by its Retail Provider customer. A Party shall take all financial responsibility for damage to the other Party plant or facilities caused by the Retail Provider. A Party shall indemnify and hold the other Party harmless for any damage to an End User Customer's premises or for any loss or claim arising from a Retail Provider's access to the NID.

3. MAINTENANCE AND REPAIR

- 3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations handbook as referenced in Section 7.1 of the Interconnection Attachment. The Parties agree to provide 24-hour, 7 day per week contact numbers for the purpose of maintenance of service.
- 3.2 If a Party reports a trouble and no trouble actually exists on the other Party's portion of the service ("no trouble found"), the Party receiving the trouble report will charge the Party making the report in accordance with the charges set forth in the

Pricing Attachment of the Agreement for any dispatching and testing, both inside and outside the CO, or its equivalent, required by the Party receiving the report in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the Party receiving the report, then the Party making the report may request that the information on the trouble shooting procedures performed on the “no trouble found” repair tickets be shared with it. Such request shall not be unreasonably denied.

- 3.3 The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

4. RATES

All charges applicable to pre-ordering, ordering, provisioning, and maintenance and repair, shall be reciprocal and as set forth in the Pricing Attachment to this Agreement.

5. MISCELLANEOUS

5.1. Misdirected Calls

- 5.1.1. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 5.1.2. To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 5.1.3. For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.1.4. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

5.2. End User Authorization

- 5.2.1. The Parties agree that they will obtain end user authorization and submit Customer Service requests and LSR according to FCC rules.

- 5.2.2. If, based on an End User Customer complaint, it is determined that a Party has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider and reimburse any improper charges consistent with the FCC and/or state rules.

5.3. Pending Orders.

Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held for thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.

- 5.4. Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 5.5. The Parties shall return a Local Service Request (LSR) response within 4 business hours for simple port requests and within 24 business hours for non-simple ports.

- 5.6. Contact Information and Numbers. The Parties will exchange handbooks, emails and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions. Notwithstanding the foregoing, if there is a conflict between this Agreement and a Party's operational process or information, this Agreement shall control. The Parties may mutually agree to add other methods of the information exchange.

Pricing Attachment

Pricing Attachment

Rates and Charges

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections of the Agreement and apply reciprocally for each Party

A. Facilities Charges:

DS1 Facilities

- | | |
|---|--------------------|
| 1. Direct Trunked Transport Facility/Mile | FCC Access Tariff* |
| 2. Direct Trunk Transport Termination/Termination | FCC Access Tariff |
| 3. Installation/Trunk | FCC Access Tariff |
| 4. Activation/Order | FCC Access Tariff |

DS3 Facilities

- | | |
|---|-------------------|
| 5. Direct Trunk Transport/Mile | FCC Access Tariff |
| 6. Direct Trunk Termination/Termination | FCC Access Tariff |
| 7. Installation/Trunk | FCC Access Tariff |
| 8. Activation/Order | FCC Access Tariff |

Multiplexing

- | | |
|------------|-------------------|
| DS3 to DS1 | FCC Access Tariff |
|------------|-------------------|

- | | |
|-------------------------------------|-------------------|
| <u>Access Service Request (ASR)</u> | FCC Access Tariff |
|-------------------------------------|-------------------|

*Home access rates are listed in the John Staurulakis, Inc. Tariff F.C.C. #1

B. General Charges:

- | | |
|-------------------------------------|----------------|
| 1. Manual Service Order (SO) Charge | \$ 17.00/Order |
| 2. SO Change Charge | \$ 5.00/Order |

Pricing Attachment

- | | |
|----------------------------------|-----------------|
| 3. Expedited Order Charge | \$ 35.00/Order |
| 4. Pre-Order Processing Charge** | \$ 5.00/Request |

C. Additional Labor Charges

1. Installation or Repair:

- | | |
|-----------------------------|-------------------------------|
| a. Basic Time (per tech) | \$18.13 each half or fraction |
| b. Overtime (per tech)* | \$27.20 each half or fraction |
| c. Premium Time (per tech)* | \$36.26 each half or fraction |

2. Stand By:

- | | |
|-----------------------------|-------------------------------|
| a. Basic Time (per tech) | \$18.50 each half or fraction |
| b. Overtime (per tech)* | \$27.75 each half or fraction |
| c. Premium Time (per tech)* | \$37.00 each half or fraction |

3. Testing & Maintenance/Installation/Repair Tech:

- | | |
|-----------------------------|-------------------------------|
| a. Basic Time (per tech) | \$18.13 each half or fraction |
| b. Overtime (per tech)* | \$27.20 each half or fraction |
| c. Premium time (per tech)* | \$36.26 each half or fraction |

4. Central Office Tech:

- | | |
|--------------------------|-------------------------------|
| a. Basic Tech (per tech) | \$18.52 each half or fraction |
| b. Overtime (per tech)* | \$27.77 each half or fraction |
| c. Premium (per tech)* | \$37.03 each half or fraction |

5. Customer Service Representative:

- | | |
|-------------------------|-------------------------------|
| a. Basic Time (per rep) | \$18.00 each half or fraction |
| b. Overtime (per rep)* | \$27.00 each half or fraction |
| c. Premium (per rep)* | \$36.00 each half or fraction |

6. Coordinated Hot Cut:

Labor rates as listed above will be charged for the personnel involved in the conversion.

***If a Party's employee time to work on the requested activities by the other Party is not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.**

****Subject to Section 1.5 of the Ordering Attachment**